

Panaji, 9th January, 2014 (Pausa 19, 1935)

SERIES II No. 41

# OFFICIAL GAZETTE



# GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

*Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 40 dated 02-01-2014 namely, Extraordinary dated 06-01-2014 from pages 941 to 942 regarding Orders from Department of Finance (Revenue & Control Division) & Department of Home (Home—General Division).*

## GOVERNMENT OF GOA

### Department of Agriculture

#### Directorate of Agriculture

#### Order

No. 2/14/95/Agri (Part)/Vol.II/367

- Ref.: 1) Order No. 2/14/2009-AGRI (Part)/288 dated 15-12-2009.  
 2) Order No. 2/14/95-AGRI (Part)/40 dated 11-02-2011.  
 3) Order No. 2/14/95-AGRI (Part)/36 dated 25-01-2012.  
 4) Order No. 2/14/95-D.AGRI (Part)/301 dated 26-12-2012.  
 5) Order No. 2/14/95-Agri (Part)/Vol. II/355 dated 16-12-2013.

On completion/expiry of deputation period on 14-12-2013, Government is pleased to repatriate Shri Sujay Shirodkar, Assistant Agriculture Officer on deputation to Raj Bhavan against the post of Assistant Horticulture Officer.

On repatriation, Shri Sujay Shirodkar is posted in the Office of Assistant Director of Agriculture (FT), Farmers Training Centre, Ela Old Goa, against the post vacated by Smt. Rouchelle Fernandes, Assistant Agriculture Officer.

He has reported and joined the duties in the Department of Agriculture on 16-12-2013 (b.n.).

By order and in the name of the Governor of Goa.

P. Tufani, Director & ex officio Secretary (Agriculture).

Tonca-Caranzalem, 3rd January, 2014.

### Department of Co-operation

#### Office of the Asstt. Registrar of Co-operative Societies

#### Notification

No. 5-1535-2013/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Sapana Carvalho Park Co-operative Housing Society Limited, Mungul, Margao-Goa, is registered under code symbol No. HSG-(b)-902/South Goa/2013.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 30th October, 2013.

#### Certificate of Registration

"The Sapana Carvalho Park Co-operative Housing Society Limited," Mungul, Margao-Goa, has been registered on 30-10-2013 and it bears registration code symbol No. HSG-(b)-902/South-Goa/2013 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 30th October, 2013.

#### Notification

No. 5-1537-2013/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Umiya Solicitude Co-operative Housing Society Limited, Sancoale, Mormugao-Goa, is registered under code symbol No. HSG-(b)-903/South Goa/2013.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 30th October, 2013.

## Certificate of Registration

"The Umiya Solitude Co-operative Housing Society Limited," Sancoale, Mormugao-Goa, has been registered on 30-10-2013 and it bears registration code symbol No. HSG-(b)-903/South-Goa/2013 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 30th October, 2013.

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Notification

No. 5-1536-2013/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Sapana Legacy Co-operative Housing Society Limited, behind Costa Factory, Aquem, Margao-Goa is registered under code symbol No. HSG-(b)-904/South Goa/2013.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 31st October, 2013.

## Certificate of Registration

"The Sapana Legacy Co-operative Housing Society Limited," behind Costa Factory, Aquem, Margao-Goa has been registered on 31-10-2013 and it bears registration code symbol No. HSG-(b)-904/South-Goa/2013 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 31st October, 2013.

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Notification

No. 5-1540-2013/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Olive Co-operative Housing Maintenance Society Limited, Gogol, Margao-Goa, is registered under code symbol No. HSG-(d)-906/South Goa/2013.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 2nd December, 2013.

## Certificate of Registration

"The Olive Co-operative Housing Maintenance Society Limited," Gogol, Margao-Goa, has been registered on 2-12-2013 and it bears registration code symbol No. HSG-(d)-906/South-Goa/2013 and it is classified as "Housing Society" under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 2nd December, 2013.

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Notification

No. 5-1538-2013/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Kurtarkar Joaquim Maria Symphony Co-operative Housing Maintenance Society Limited, Ambhaji, Margao-Goa is registered under code symbol No. HSG-(d)-905/South Goa/2013.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 20th November, 2013.

## Certificate of Registration

"The Kurtarkar Joaquim Maria Symphony Co-operative Housing Maintenance Society Limited," Gogol, Margao-Goa has been registered on 20-11-2013 and it bears registration code symbol No. HSG-(d)-905/South-Goa/2013 and it is classified as "Housing Society" under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 20th November, 2013.

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No. 5-1262-2010/ARSZ/Credit

Read:1) Certificate of Registration dated 21-4-2010 of The South Goa Judicial Court Employees Co-op. Credit Society Ltd., Margao, Salcete-Goa.

Consequent upon the change in name vide amendment to bye-law Chapter I (1) & 4(28) the Certificate of Registration of 'The South Goa Judicial Court Employees Co-op. Credit Society Ltd., Margao Salcete-Goa is amended as under:

## Amended Certificate of Registration

In exercise of the powers vested in me in terms of Section 12 of the Goa Co-op. Societies Act, 2001, read with Rule 10 of Goa Co-op. Societies Rules, 2003, the Certificate of Registration dated 21-4-2010 bearing code symbol No. 10-RES-(a)-100-South Goa/2010 stands amended with immediate effect and shall read for all purposes as follows:

The name of the Society appearing in the Registration Certificate referred to at Sr. No. (1) above be read as "The South Goa (Non-Gazetted) Court Employees Co-op. Credit Society Ltd., Margao, Salcete with the other contents remaining unchanged.

Sd/- (A. K. N. Desai), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 28th December, 2013.

## Department of Education, Art &amp; Culture

Directorate of Education

## Order

No. Acad/MGT/16-BCH/98/4037

- Read : 1) Order No. Acad/PER/20/94/Vol. III/1234 dated 18-06-2009.  
2) Order No. Acad/MGT/5/BCH/98/2485 dated 30-07-2012.  
3) Order No. Acad/MGT/5/BCH/98/151 dated 09-01-2013.

Whereas, the Government vide orders referred to above, has taken over the Management of Rauji Rane Memorial High School, Maulinguem, Bicholim for period of three (3) years by invoking the provision of sub-section (1) of Section 20 of Goa School Education Act, 1984.

And whereas, the Management of Rauji Rane Memorial High School, Maulinguem declined to take over the management of the school and as the term of three years (3) of taking over the said school have been expired on 17-06-2012 and interest of the School Education, the Government has retained the Management of Shri Mhalsa Educational Society Maulinguem, Bicholim for another one year w.e.f. 18-06-2012 to 17-06-2013.

And whereas, the Government has decided to continue the Management of the above said school with the Government, further for another one more year w.e.f. 18-06-2013 to 17-06-2014.

Now, therefore, in the interest education of children, it is ordered that Dr. Thomas Mathew, Dy. Education Officer, North Education Zone, Mapusa-Goa is hereby appointed as Authorised Officer of Rauji Rane Memorial High School, Maulinguem, until the Management is restored back to the Society namely Shri Mhalsa Educational Society, Maulinguem, Bicholim-Goa.

This order is issued after Government approval.

Anil V. Powar, Director (Education).

Porvorim, 23rd December, 2013.

## Department of Labour

## Notification

No. 28/1/2013-Lab/219

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 01-04-2013 in reference No. IT/26/11 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 3rd May, 2013.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA AT PANAJI  
(Before Smt. Bimba K. Thaly, Presiding Officer)

REF. No. IT/26/11

Shri Agostinho Abranches,  
Rep. by the President,  
Goa Trade & Commercial  
Workers Union,  
Velho Building, 2nd Floor,  
Panaji-Goa.

... Workman/Party I

V/s

M/s. Starflex Sealing India  
Pvt. Ltd.,  
Verna,  
Salcete, Goa-403722

... Employer/Party II

Workman/Party I in person.  
Adv. L. V. Palekar for Party II.

## AWARD

(Passed on 1st day of April, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act), the Government of Goa by order dated 30-09-11 bearing number 28-29-2011 II-LAB has referred the following dispute for adjudication by this Tribunal.

“(1) Whether the action of the management of M/s. Starflex Sealing India Private Limited, Verna, Salcete, Goa, in dismissing from service it's Workman, Shri Agostinho Abranches, Operator, with effect from 02-02-2011, is legal and justified?

(2) If not, what relief the Workman is entitled to?”

2. On receipt of the reference, a case was registered under No. IT/26/11 and registered A.D. notices were issued to the parties. Upon receipt of the notice Party I filed the claim statement at Exb. 5, Party II filed the written statement at Exb. 8 and thereafter Party I filed the rejoinder at Exb. 10.

3. In the claim statement, it is in short the case of Party I that Party II has issued him a charge-sheet dated 1-9-2009 alleging certain acts of misconducts to which he filed reply. That the management conducted the enquiry which was in gross violation of the principles of natural justice. The Enquiry Officer (E.O.) gave non-reasoned findings in a mechanical manner, in favour of the management and acted in bias and prejudicial manner in favour of the management. That the charges levelled against him in the charge-sheet dated 1-9-09 have not been proved beyond reasonable doubt. That the findings given by the E.O. are perverse and are liable to be set aside and quashed. It is stated that the Manager HR changed the date of enquiry fixed by E.O. from 23-7-10 to 17-7-10 in excess of jurisdiction, in the said enquiry. It is stated that the Workman was not paid subsistence allowance but despite it he participated in the enquiry on 23-7-10 at 3.30 p.m. however neither the E. O. nor the management Representative (M.R.) remained present on that date which is a clear mischief on the part of the E.O. and the M.R. done at the behest of the management of Party II. It is stated that the E.O. acted in undue haste to complete the enquiry at the behest of Party II and closed the enquiry on 17-7-10 to oblige the management of Party II and to deny reasonable opportunity to Party I/

/Workman to defend his case. It is stated that great injustice, irreparable loss and prejudice has been caused to Party I/Workman as he has been denied and opportunity to lead evidence in defence. It is stated that the E.O. was a mere agent of the management who made a farce of conducting the enquiry which he conducted in flagrant violations of principles of natural justice. It is stated that the findings are merely mechanical and non-reasoned which are stretched totally in favour of the management. It is stated that the findings given by the E.O. are perverse and liable to be set aside and quashed. It is stated that the E.O. has failed to discuss and analyze the evidence and material of the defence and that the management has failed to prove the charges made against the Workman in the enquiry. It is stated that there is no direct evidence against the Workman. According to the Workman no charge of whatsoever nature has been proved against him and the findings submitted by the E.O. are perverse, false, bogus and improper and that the dismissal of his services has also been done in violation of Section 33 of The Act. The Workman has therefore prayed for reinstatement back in the services with full back wages and continuity in service alongwith all other consequential benefits.

4. In the written statement, Party II has denied the case setup by Party I in the claim statement and has stated that Party I/ Workman alongwith others participated in various agitations and instigated other Workman to resort to violence and even some Workmen on 29-4-09 brutally assaulted security personnel Mr. Pio Rebello upon which the employer lodged police complaint on 30-4-09 against the said Workmen. On 22-5-09 the Workmen again assaulted the employees of the contractor. It is stated that Party II issued a charge-sheet dated 1-9-09 and initiated common domestic enquiry to investigate the charge levelled against Party I/ Workman and two others but these Workmen did not respond to the charge-sheet and hence Party II continued with the domestic enquiry. It is stated that the enquiry commenced on 12-9-09 and was conducted regularly. It is stated that the Party I and others were given full and complete opportunity to defend themselves and were permitted to be represented by the representative of their choice. It is stated that in the meantime it was learnt that Party I/ /Workman was gainfully employed in the Electricity Department at Aquem, Margao as a Line Helper and as such he was called upon to furnish an affidavit to state on oath that he was not gainfully employed elsewhere however Party I /Workman did not give any such affidavit thus confirming the apprehension



of the management that Party I was gainfully employed elsewhere and this fact disintitiled him to any subsistence allowance. It is stated that the Workman continued appearing in the enquiry however on 5-6-10 the defence representative as well as all the Workmen except two were absent on the false pretext that they were unable to remain present as subsistence allowance was not paid and this was informed to the Enquiry Officer by the defence representative on phone. Nonetheless, the Enquiry Officer adjourned the proceedings to 18-6-10 and thereafter to 12-7-10. It is stated that the change of venue was intimated to all the parties. It is stated that on 12-7-10 Party I/Workman remained absent but the defence representative was present and made several false and frivolous claims which were replied to by the management representative. The enquiry was then adjourned to 23-7-10 but for certain reasons it was rescheduled to 17-7-10 with due notices dated 13-7-10 to the Workmen. It is stated that on 17-7-10 neither the Workmen nor their representative remained present and the defence representative telephonically informed the Enquiry Officer that they would not participate in the enquiry. Thus considering into account the above fact amongst others, the Enquiry Officer came to the conclusion that there was no scope for further adjourning the enquiry and hence he closed the enquiry. It is stated that the Enquiry Officer submitted the findings dated 13-10-10 holding that the charges levelled against the Workman were proved. It is stated that Party II by letter dated 30-12-10 sent the findings of the Enquiry Officer to the Workman and called upon him to show cause as to why the same should not be accepted. It is stated that the Workman sent the reply dated 7-1-11 submitting false, frivolous, concocted and untenable grounds. It is stated that the management however came to the conclusion that the charges levelled against the Workman stood proved and that the punishment of dismissal was warranted and by an order dated 2-2-11 dismissed the Workman from services upon which Party I raised an Industrial dispute. It is stated that the Workman was found guilty of a very serious misconduct at the domestic enquiry in which a fair and reasonable opportunity was given to him to defend himself but he refused to participate in the enquiry after a point of time citing untenable excuses which were false and concocted to his own knowledge. Thus, according to Party II the dismissal order passed against the Workman is just, fair and in accordance with law and the demand raised by the Workman seeking

reinstatement and back wages is completely unjustified and the reference is liable to be rejected hence Party II has prayed to reject the reference.

5. In the rejoinder Party I has denied the defence taken by Party II in the written statement.

6. In the course of further proceedings Adv. Shri Suhas Naik who was initially representing the Union submitted before the Court that he wants to withdraw his appearance and prayed for time to take necessary steps. In the meantime and more particularly on 8-3-13, an application at Exb 11 signed by Party I and Party II was filed before this Court stating that parties have settled the pending disputes including the subject matter of this reference, without the intervention of any Union and have entered into the consent terms which provide for settlement of the issues arising out of the subject matter of reference and the quantum of compensation thereto parties also annexed the said consent terms to the above application, which consent terms read as under:

1. The parties herein have settled all the pending disputes between themselves including the issues which from the subject matter of the present reference.
2. The Workman states that he wants to settle the issues independently and without intervention of any Union. He is producing his voter ID-CNB031 0029 as and by way of his identity proof. A certified true copy of the same is annexed to these consent terms as Annexure A.
3. On execution of this consent terms, the Workman shall be deemed to have resigned from the services of the Employer w.e.f. 02-02-2011.
4. On execution of this consent terms, the Employer will pay to the Workman a sum of Rs. 43,646/- (Rupees forty three thousand six hundred and forty six only) vide Demand Draft No 003881 drawn on HDFC Bank. A certified true copy of the said Demand Draft is annexed to these consent terms as Annexure B. The said amount is in full and final settlement of all dues which may be payable by the Employer to the Workman including dues of outstanding salary, if any, gratuity and any other payments which may be required to be paid under any statute. The Workman shall neither be entitled to nor shall he make any further monetary claim as against the Employer.

5. The aforesaid amount of Rs. 43,646/- (Rupees forty three thousand six hundred and forty six only) is paid and accepted by the Workman in full and final settlement of all his claim against the First Party Employer. The Workman declares that he has now no claim of any nature whatsoever either for reinstatement or for re-employment or monetary in nature against the First Party Employer.

6. The Workman and the Employer jointly pray that the reference be disposed off in terms of these consent terms.

7. The above terms are signed by Party I/Workman as well as Party II before a notary. It may be mentioned here that Adv. Shri Suhas Naik on 19-3-2013 file an application at Exb. 12 stating that Party I/Workman has resigned from the membership of Goa Trade and Commercial Workers Union (AITUC) w.e.f. 12-01-2013 and has joined the membership of Bharatiya Kamgar Sena and that he as the Secretary of AITUC does not wish to represent the Workman. Learned advocate Shri Suhas Naik has also annexed the copy of the resignation letter sent by Party I/Workman to AITUC as well as a copy of the letter dated 15-1-2013 sent by the President of Bharatiya Kamgar Sena to the President of AITUC stating that the Workman working with Party II have resigned from the membership of AITUC and have joined Bharatiya Kamgar Sena and hence it is apparent that Party I Workman is not being represented by AITUC.

8. I have gone through the terms of the settlement and the Annexures to it i.e. Exb. 11 and I am satisfied that the terms of settlement are certainly in the interest of Workman. I, therefore, accept the said terms and pass the following:

## ORDER

1. The reference stands disposed off by consent award in view of the consent terms filed by the parties at Exb. 11.

2. No order as to costs.

Inform the Government accordingly.

Sd/-

(B. K. Thaly),  
Presiding Officer,  
Industrial Tribunal-  
cum-Labour Court-I.

## Notification

No. 28/1/2013-Lab/479

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 06-06-2013 in reference No. IT/24/11 is hereby published as required by Section 17 of the industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Meena Priolkar, Under Secretary (Labour).

Porvorim 10th July, 2013.

IN THE INDUSTRIAL TRIBUNAL  
AND LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Smt. Bimba K. Thally, Presiding Officer)

Ref. No. IT/24/11

Workmen,  
Rep. by the President,  
Goa State Co-operative Bank  
Employees Union,  
Gurudutt Building, 3rd Floor,  
Dr. Dada Vaidhya Road,  
Panaji, Goa.  
V/s

..... Workmen/Party I

The Managing Director,  
The Goa State Co-operative  
Bank Limited,  
EDC Complex, Patto Plaza,  
Panaji, Goa.

..... Employer/Party II

Workmen/Party I represented by Shri Subhash Naik.

Employer/Party II represented by Adv. Shri M. H. Govekar.

## AWARD

(Passed on 6th day of June, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act), the Government of Goa by order dated 09-08-2011 bearing number 28-18-2011-LAB has referred the following dispute for adjudication by this Tribunal.

“(1) Whether the action of the management of M/s. Goa State Co-operative Bank Limited, Panaji, in denying overtime wages to all the concerned Workmen with effect from 20-04-2009. is legal and justified?

(2) If not, what relief the 'Workmen' are entitled to?

2. On receipt of the reference, a case was registered under No. IT/24/11 and registered AD notices were issued to the parties. Upon receipt of the notice, Party I filed the claim statement at Exb. 4 Party II filed the written statement at Exb. 5 and thereafter Party I filed the rejoinder at Exb. 6.

3. In the claim statement, it is in short the case of Party I that Party II has engaged large number of Managers, officer, clerks and sub-staff. The clerical and sub-staff employees are the member of the Union by name Goa State Co-operative Bank Employees Union. The Managers and Officers of the Bank are also unionized and are the members of the Union by name the Goa State Co-operative Bank Officers Association. The wages and service conditions of clerical and sub-staff employees are governed by the settlement on wages and service conditions signed by the representatives of the bank and the Goa State Co-operative Bank Employees Union from time to time. As per the provisions of settlement Party II has to follow the principles of natural justice while taking any action against their employees as well as follow the procedure laid down in the service rules. One such settlement was signed on 1-11-04 for the period with effect from 1-1-2001 which is still in force. Clause XVI of the said settlement pertains to hours of work and overtime. That the office timings of the bank are from 10:00 am to 2:00 pm and from 3:00 pm to 5:30 pm. Party II in its Board of Director's meeting held on 30-3-09 resolved to provide half hour extra service of banking transaction facilities to all its customers through its branches in Goa and this decision was communicated to all the branches except the head office. By another circular dated 16-4-09 Party II informed that w.e.f. 20-4-09 the Head Office will also work for extra half hour alongwith the rest of the branches. Aggrieved with the said decision which was in violation of the provisions of the said settlement Party I addressed a letter dated 23-4-09 to Party II raising a demand for payment of overtime wages for being asked to work half hour extra every day. However, Party II did not respond. As such, the dispute was raised before the Labour Commissioner and the same was admitted in conciliation but it ended in failure. The Government of Goa has therefore referred the present dispute for adjudication. It is therefore prayed to hold that the action of the management of M/s. Goa State Co-operative Bank Limited, Panaji, in denying overtime wages to all the concerned Workmen w.e. f. 20-4-09 is illegal and unjustified and to direct the management of the said bank to pay overtime to all Workmen w.e.f. 20-4-09 alongwith interest and costs.

4. In their defence Party II has denied the case setup by Party I and has stated that the original settlement about the service conditions of the employees arrived at in the year 2004 has expired in the year 2008 and thereafter a fresh settlement has not been arrived at between the parties and therefore the present dispute is not maintainable. It is stated that the co-operative bank has its own bye laws/rules and regulations governing the internal management, business and administration of the society and the ultimate authority of the bank is vested in the general body of its members. It is stated that the employees of the bank are being paid salary much on higher side as per the All India Working Class Consumer Index Number. It is stated that in order to compete with the other banks and financial institutions in the various states the bank decided as a policy to change the office timings and by resolution dated 30-3-09 passed in the meetings of the Board of Directors, revised the working hours of all the branches of the bank in and beyond the State of Goa and thereby increased half an hour in the existing working hours of the bank. The said policy decision was taken to provide extra service of banking transaction facilities to all its customers through its branches in Goa so as to enlarge the business of the bank and to compete with the other banking companies/institutions in the market. It is stated that the Party I are not entitled for any overtime wages for an extra hour increased by the bank as the employees had not worked for 48 hours a week or 8 hours per day as prescribed by the statute and/or rules which prescribed the normal working hours as 48 hours in any week. Party II has therefore prayed to dismiss the claim statement with costs.

5. In the rejoinder Party I has denied the contentions raised by Party II in the written statement.

6. In view of the averments of the respective parties, following issues were framed on 3-9-12 (Exb. 7).

1. Whether Party I/Union proves that the action of management of M/s. Goa State Co-operative Bank Ltd., Panaji, in denying overtime wages to all the concerned Workmen with effect from 20-4-09, is illegal and unjustified?

2. Whether Party I/Union proves that the action of Management of M/s. Goa State Co-operative Bank Ltd., Panaji, in denying overtime wages to all the concerned Workmen with effect from 20-4-09, is in violation of legally binding settlement between the management and the Union?

3. Whether Party I/Union proves that the action of management of M/s. Goa State Co-operative Bank Ltd.,

Panaji, in denying overtime wages to all the concerned Workmen with effect from 20-4-09, is in violation of Reserve Bank of India guidelines.

4. Whether Party I/Union proves that the action of management of M/s. Goa State Co-operative Bank Ltd., Panaji, in denying overtime wages to all the concerned Workmen with effect from 20-4-09, is in violation of the provisions of Goa Shops and Establishments Act?

5. Whether Party I/Union proves that the action of management of M/s. Goa State Co-operative Bank Ltd., Panaji, in denying overtime wages to all the concerned Workmen with effect from 20-4-09, is in violation of unfair labour practice?

6. Whether Party I/Union proves that the action of management of M/s. Goa State Co-operative Bank Ltd., Panaji, in denying overtime wages to all the concerned Workmen with effect from 20-4-09, is in violation of principles of natural justice.

7. Whether Party II proves that the appropriate Government for referring the dispute to this Tribunal is the Central Government and not the State Government?

8. Whether the Party II proves that the claim filed by Party I is with a sole motive to black mail and harass the Party II.

9. Whether Party II proves that the present dispute is not maintainable as the original settlement arrived at in the year 2004 expired in the year 2008 and no fresh settlement has been arrived at after its expiry.

10. What relief? What Award?

7. At the instance of learned advocate for Party II, matter was fixed for arguments on issue No. 7 as he requested to treat this issue as preliminary issue and which was not objected to by the learned representative of Party I. However, in the course of further proceedings both the parties settled the matter amicably amongst themselves and filed the terms of settlement at Exb. 8, reading as under:

*"It is mutually agreed between the parties that the working hours of employees in the Bank shall be 6 & 1/2 hours from Mondays to Fridays and 4 hours on Saturdays. The Party II has already issued a Circular No. GSCB/ADM/2012-13/11941 dated 16-02 -2013 to all the employees specifying the above timings and the above decision has already been implemented. The copy of said Circular is enclosed herewith.*

*In view of above, the present dispute is satisfactorily resolved between the parties.*

*Both the parties pray that the consent Award be passed in terms of the above which will conclusively resolve the present dispute and the Party No. I will*

*have no other claims in respect of the present dispute which stands conclusively resolved."*

8. Both the parties have also annexed the copy of the Circular dated 16-2-2013 to the above consent terms, which are signed by/on behalf of both the parties.

9. I have gone through the terms of the settlement as well as the Circular dated 16-2-2013, entered into between the parties towards amicable settlement of the dispute. I accept the said terms and pass the following:

#### ORDER

1. The reference stands disposed off by consent award in view of the consent terms filed by the parties, at Exb. 8.

2. No order as to costs.

Inform the Government accordingly.

Sd/-  
(Bimba K. Thaly),  
Presiding Officer,  
Industrial Tribunal-cum-  
-Labour Court-I.

#### Notification

No. 28/1/2013-Lab/441

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 09-05-2013 in reference No. IT/37/12 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Meena Priolkar, Under Secretary (Labour).

Porvorim, 1st July, 2013.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/37/12

Shri Dayanand Kambli,  
Rep. by the General Secretary,  
Kadamba Kamgar Union,  
BG-1 0, Ground Floor,  
Casa Immaculada,  
Jose Falcao Road,  
Near Panjim Church,  
Panaji, Goa (403 001).  
V/s

...Workman /Party I



M/s. Kadamba Transport Corp. Ltd.  
 Paraiso de Goa,  
 Porvorim, Bardez, Goa.  
 (403 501)

.... Employer/Party II

Workman/Party I represented by Adv. Shri A. Kundaikar.  
 Employer/Party II represented by its Officer Ms. A. Sakhardande.

#### AWARD

(Passed on 9th day of May, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act), the Government of Goa by order dated 18/28-05-2012 bearing number 28/04/2012-LA8/267 has referred the following dispute for adjudication by this Tribunal.

“(1) Whether the action of M/s. Kadamba Transport Corporation Limited, in withholding the two increments with cumulative effect for the year 1998 and 1999 of it's Workman, Shri Dayanand Kambli, Driver, is legal and justified;

(2) If not, what relief the Workman is entitled to?”

2. On receipt of the reference a case was registered under No. IT/37/12 and registered A.D. notice were issued to the parties. Upon receipt of the notice, Party I filed the claim statement at Exb. 6 Party II filed the written statement at Exb. 10 and thereafter Party I filed the rejoinder at Exb. 11 .

3. In the claim statement, it is in short the case of Party I that he is working as Driver Badge No. 4799 and was appointed on probation vide order dated 13-3-95 and thereafter was regularized in services. That he was granted time bound promotional scale vide order dated 1-9-2008 however thereafter by order dated 22-9-08 and without any show cause notice or hearing the implementation of time bound promotional scale was cancelled/revoked in flagrant violation of principles of natural justice. It is also stated that on 21-1-97 when he was on route Panjim-Dave on vehicle No. GA-01 X-0101, at Borim one pedestrian Shri Deepak Verlekar collided with his vehicle due to which he was issued charge-sheet dated 11-2-97 to which he filed the reply dated 22-2-97. It is further stated that a departmental enquiry was held and upon conclusion of the enquiry he was punished of withholding the two annual increments. He was then issued show cause notice to which he filed the reply however, he was imposed penalty of stoppage of two annual increments cumulatively for the year 98 and 99 by

order dated 18-3-98. Being aggrieved with the impugned order Party I raised the dispute before the conciliation officer which ended in failure and hence this reference. It is stated that the impugned order dated 18-3-98 is bad, illegal and rnalafide; that the findings of the enquiry officer are imaginary and without any reasons and that the punishment of withholding two annual increments is disproportionate to the charges alleged and proved. The Party I has therefore prayed for and award holding that the impugned order dated 18-3-98 is illegal and unjustified and to direct Party II to release the increments with interest @ 12% per annum from the date of the order till the amount is released.

4. In the written statement, Party II has denied the case setup by Party I in the claim statement and has stated that Party I joined the Corporation as a heavy vehicle driver on daily wages w.e.f. 2-5-94 and was taken on probation w.e.f. 1-3-95. It is stated that on 24-1-97 while Party I was on duty on vehicle No. GA-01 X- 0101 the vehicle met with an accident at Borim by dashing against a pedestrian Shri Deepak Verlekar who was badly injured and later succumbed to the injuries on the same day. That accordingly a charge-sheet dated 11-2-97 was issued to Party I to which he filed reply dated 22-2-97. As the reply was found unsatisfactory, departmental enquiry was initiated and the same was conducted by giving fair opportunities to Party I. It is stated that the charges levelled against Party I were proved in the said enquiry. It is stated that the Disciplinary Authority concurred with the findings of the enquiry officer and issued show cause notice dated 12-2-98 to Party I which was replied by Party I, but the reply was not found satisfactory and therefore it was decided to impose the proposed punishment of dismissal. It is stated that Party I has not exhausted the remedy of preferring an appeal before the appellate authority, being aggrieved by the said punishment. It is stated that the punishment imposed on Party I is not illegal and unjustified as Party I was given fair and reasonable opportunities to defend his case.

5. In the rejoinder Party I has denied the contentions raised by Party II in the written statement.

6. In the course of further proceedings both the parties settled the matter amicably amongst themselves and filed the terms of settlement at Exb. 12, reading as under:

1. It is agreed between the parties that the order dated 18-03-1998 for stoppage of 2 annual increments without cumulative effect for the years 1998 & 1999 shall be

revoked with prospective effect i.e. from the date of filing the present consent terms before the Hon'ble Court.

2. It is agreed that the Workman/Party I shall waive all his claims demand and disputes and has no other monetary claim. It is also agreed that he shall not claim any monetary relief in future before any other Tribunal in respect of withholding of the two annual increments for the years 1998 and 1999.
3. It is agreed by the Workman/Party I that he will fully co-operate with the Employer/ /Party No. II in maintaining the discipline and smooth functioning of the Kadamba Transport Corporation Limited.
4. It is agreed between the parties that the claim raised in the above reference stands conclusively settled in terms of the present consent terms.

7. The above terms are signed by Party I/ /Workman. his representative, Party II as well as the representative of Party II.

8. I have gone through the terms or the settlement and I am satisfied that the terms of settlement are certainly in the interest of Workman/ /Party I.

I, therefore, accept the said terms and pass the following:

#### ORDER

1. The reference stands disposed off by consent award in view of the consent terms filed by the parties, at Exb. 12.
2. No order as to costs.

Inform the Government accordingly.

Sd/-  
(Bimba K.Thaly),  
Presiding Officer,  
Industrial Tribunal-cum-  
-Labour Court-I.

#### Notification

No. 28/1/2013-Lab/344

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 01-04-2013 in reference No. IT/27/11 is hereby published as required by Section 17 of the

Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

D. S. Morajkar, Under Secretary (Labour).

Porvorim, 07th May, 2013.

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IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/27/11

Shri Sandeep Pagi,  
Rep. by the President,  
Goa Trade & Commercial  
Workers Union,  
Velho Building, 2nd floor,  
Panaji, Goa.

... Workman/Party I

V/s

M/s. Starflex Sealing  
India Pvt. Ltd.,  
Verna, Salcete,  
Goa-403 722

... Employer Party II

Workman/Party I in person.

Adv. L.V. Palekar for Party II.

#### AWARD

(Passed on 1st day of April, 2013)

In exercise of the powers conferred by clause (d) of sub-section (I) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act), the Government of Goa by order dated 30-09-11 bearing number 28/26/2011-LAB has referred the following dispute for adjudication by this Tribunal.

"(1) Whether the action of the management of M/s. Startlex Sealing India Private Limited, Verna, Salcete, Goa, in dismissing from service it's Workman, Shri Sandeep Pagi, Operator, with effect from 02-02-2011, is legal and justified?

(2) If not, what relief the Workman is entitled to'?"

2. On receipt of the reference, a case was registered under No. IT/27/11 and registered A.D. notices were issued to the parties. Upon receipt of the notice Party I filed the claim statement at Exb. 5, Party II filed the written statement at Exb. 8 and thereafter Party I filed the rejoinder at Exb. 10.

3. In the claim statement, it is in short the case of Party I that Party II has issued him a charge-sheet dated 1-9-2009 alleging certain acts of misconducts to which he filed the reply. That the management conducted the enquiry which was in gross violation of the principles of natural justice. The Enquiry Officer (E.O.) gave non-reasoned findings in a mechanical manner, in favour of the management and acted in bias and prejudicial manner in favour of the management. That the charges levelled against him in the charge-sheet dated 1-9-09 have not been proved beyond reasonable doubt. That the findings given by the E.O. are perverse and are liable to be set aside and quashed. It is stated that the Manager HR changed the date of enquiry fixed by E.O. from 23-7-10 to 17-7-10 in excess of jurisdiction, in the said enquiry. It is stated that the Workman was not paid subsistence allowance but despite it he participated in the enquiry on 23-7-10 at 3:30 p.m. however neither the E.O. nor the Management Representative (M.R.) remained present on that date which is a clear mischief on the part of the E.O. and the M.R. done at the behest of the management of Party II. It is stated that the E.O. acted in undue haste to complete the enquiry at the behest of Party II and closed the enquiry on 17-7-10 to oblige the management of Party II and to deny reasonable opportunity to Party I/Workman to defend his case. It is stated that great injustice, irreparable loss and prejudice has been caused to Party I/Workman as he has been denied an opportunity to lead evidence in defence. It is stated that the E.O. was a mere agent of the management who made a farce of conducting the enquiry which he conducted in flagrant violations of principles of natural justice. It is stated that the findings are merely mechanical and non-reasoned which are stretched totally in favour of the management. It is stated that the findings given by the E.O. are perverse and liable to be set aside and quashed. It is stated that the E.O. has failed to discuss and analyze the evidence and material of the defence and that the management has failed to prove the charges made against the Workman in the enquiry. It is stated that there is no direct evidence against the Workman. According to the Workman no charge of whatsoever nature has been proved against him and the findings submitted by the E.O. are perverse, false, bogus and improper and that the dismissal of his services has also been done in violation of Section 33 of The Act. The Workman has therefore prayed for reinstatement back in the services with full back wages and continuity in service alongwith all other consequential benefits.

4. In the written statement, Party II has denied the case setup by Party I in the claim statement and has stated that Party I/Workman alongwith others participated in various agitations and instigated other Workmen to resort to violence and even some Workmen on 29-4-09 brutally assaulted security personnel Mr. Pio Rebello due to which employer lodged police complaint on 30-4-09 against Party I and six others. It is stated that Party II issued a charge-sheet and initiated common domestic enquiry to investigate the charge levelled against Party I/Workman and six others. Party I filed reply dated 25-7-09 and denied the allegations made against him. Due to unsatisfactory explanation from Party I, Party II commenced the enquiry on 8-8-09 and the same was conducted regularly. It is stated that the Party I and others were given full and complete opportunity to defend themselves and were permitted to be represented by the representative of their choice. It is stated that in the meantime it was learnt that Party I/Workman was gainfully employed and working at M/s. Ion Exchange India Ltd., under a contractor Shri S. N. Pandey and as such he was called upon to furnish an affidavit to state on oath that he was not gainfully employed elsewhere however Party I/Workman did not give any such affidavit thus confirming the apprehension of the management that Party I was gainfully employed elsewhere and this fact disentitled him to any subsistence allowance. It is stated that the Workman continued appearing in the enquiry however on 5-6-10 the defence representative as well as all the Workmen except two were absent on the false pretext that they were unable to remain present as subsistence allowance was not paid and this was informed to the E.O. by the defence representative on phone. Nonetheless, the E.O. adjourned the proceedings to 18-6-10 and thereafter to 12-7-10. It is stated that the change of venue was intimated to all the parties. It is stated that on 12-7-10 Party I/Workman remained absent but the defence representative was present and made several false and frivolous claims which were replied to by the management representative. The enquiry was then adjourned to 23-7-10 but for certain reasons it was rescheduled to 17-7-10 with due notices dated 13-7-10 to the Workmen. It is stated that on 17-7-10 neither the Workmen nor their representative remained present and the defence representative telephonically informed the E.O. that they would not participate in the enquiry. Thus, taking into account the above fact amongst others, the E.O. came to the conclusion that there was no scope for further adjourning the enquiry and hence he closed the enquiry. It is stated that the E.O. submitted the findings dated 13-10-10 holding that the charges levelled against the Workman were

proved. It is stated that Party II by letter dated 30-12-10 sent the findings of the E.O. to the Workman and called upon him to show cause as to why the same should not be accepted. It is stated that the Workman sent the reply dated 7-1-11 submitting false, frivolous, concocted and untenable grounds. It is stated that the management however came to the conclusion that the charges levelled against the Workman stood proved and that the punishment of dismissal was warranted and by an order dated 2-2-11 dismissed the Workman from services upon which the Workman raised an industrial dispute. It is stated that the Workman was found guilty of a very serious misconduct at the domestic enquiry in which a fair and reasonable opportunity was given to him to defend himself but he refused to participate in the enquiry after a point of time citing untenable excuses which were false and concocted to his own knowledge. Thus, according to Party II the dismissal order passed against the Workman is just, fair and in accordance with law and the demand raised by the Workman seeking reinstatement and back wages is completely unjustified and the reference is liable to be rejected hence Party II has prayed to reject the reference.

5. In the rejoinder, Party I has denied the defence taken by Party II in the written statement.

6. In the course of further proceedings Adv. Shri Suhas Naik who was initially representing the Union submitted before the Court that he wants to withdraw his appearance and prayed for time to take necessary steps. In the meantime and more particularly on 8-3-13, an application at Exb. 10 signed by Party I and Party II was filed before this Court stating that parties have settled the pending disputes including the subject matter of this reference, without the intervention of any Union and have entered into the consent terms which provide for settlement of the issues arising out of the subject matter of reference and the quantum of compensation thereto. Parties also annexed the said consent terms to the above application, which consent terms read as under:

1. The parties herein have settled all the pending disputes between themselves including the issues which form the subject matter of the present reference.
2. The Workman states that he wants to settle the issues independently and without intervention of any Union. He is producing his Driving License No. 1428/08-09 as and by way of his identity proof. A certified true copy of the same is annexed to these consent terms as Annexure A.
3. On execution of this consent terms, the Workman shall be deemed to have resigned from the services of the Employer w.e.f. 02-02-2011.
4. On execution of this consent terms, the Employer will pay to the Workman a sum of Rs. 36,953/- (Rupees thirty six thousand nine hundred and fifty three only) vide Demand Draft No. 003873 drawn on HDFC Bank. A certified true copy of the said Demand Draft is annexed to these consent terms as Annexure B. The said amount is in full and final settlement of all dues which may be payable by the Employer to the Workman including dues of outstanding salary, if any, gratuity and any other payments which may be required to be paid under any statute. The Workman shall neither be entitled to nor shall he make any further monetary claim as against the Employer.
5. The aforesaid amount of Rs. 36,953/- (Rupees thirty six thousand nine hundred and fifty three only) is paid and accepted by the Workman in full and final settlement of all his claim against the First Party Employer. The Workman declares that he has now no claim of any nature whatsoever either for re-instatement or for re-employment or monetary in nature against the First Party Employer.
6. The Workman and the Employer jointly pray that the reference be disposed off in terms of these consent terms.
7. The above terms are signed by Party I/Workman as well as Party II before a notary. It may be mentioned here that Adv. Shri Suhas Naik on 19-3-2013 filed an application at Exb.11 stating that Party I/Workman has resigned from the membership of Goa Trade and Commercial Workers Union (AITUC) w.e.f. 12-01-2013 and has joined the membership of Bharatiya Kamgar Sena and that he as the Secretary of AITUC does not wish to represent the Workman. Learned advocate Shri Suhas Naik has also annexed the copy of the resignation letter sent by Party I/Workman to AITUC as well as a copy of the letter dated 15-1-2013 sent by the President of Bharatiya Kamgar Sena to the President of AITUC stating that the Workman working with Party II have resigned from the membership of AITUC and have joined Bharatiya Kamgar Sena and hence it is apparent that Party I/Workman is not being represented by AITUC.
8. I have gone through the terms of the settlement and the Annexures to it i.e. Exb. 10 and I am satisfied that the terms of settlement are certainly in the



interest of Workman. I, therefore, accept the said terms and pass the following:

#### ORDER

1. The reference stands disposed off by consent award in view of the consent terms filed by the parties at Exb. 10.

2. No order as to costs.

Inform the Government accordingly.

(Bimba K. Thaly),  
Presiding Officer,  
Industrial Tribunal-cum-  
-Labour Court I.

#### Notification

No. 28/1/2013-Lab/544

The following award passed by the Lok Adalat, at Panaji-Goa on 23-03-2013 in reference No. IT/71/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Meena Priolkar, Under Secretary (Labour).

Porvorim, 7th August, 2013.

#### LOK ADALAT

#### COMPROMISE MEMORANDUM IN CASES U/S 10(1)(d) OF INDUSTRIAL DISPUTES ACT, 1947

Type of cases: Reference Matter  
Case No. IT/71/07 pending before Industrial Tribunal-cum-Labour Court-I, Panaji.

Workmen .... Applicant

V/s

M/s. Paradise Village .... Respondent

#### MAY IT PLEASE YOUR HONOUR

Dispute in brief is pertaining to termination of the services of 46 Workmen w.e.f. 14-03-2006. During the pending of the proceedings certain workers have accepted settlement from the employer as referred in the written statement, and as such the present case is pertains to the remaining 32 Workmen.

We, the 32 Workmen alongwith our Union representative Adv. Suhas Naik.

Applicant Shri Rishi Dandona, Director of the Party No. II employer Respondent alongwith our Advocates, authorize panel/Bench constituting Lok

Adalat, in the above said matter that we have arrived at the compromise to settle the matter as follows:—

#### TERMS OF COMPROMISE

(1) The remaining 32 Workmen named in the order of reference except the wk named at Sr. Nos. 1, 2, 4, 5, 16, 18, 19, 20, 45, 46, 35, 33, 28 & 42 have agreed to settle the case as per the terms mentioned in the settlement referred at Annexure-I enclosed to this settlement.

We have arrived at the compromise terms willingly before the Lok Adalat held on 23-03-13 at 10.30 a.m. No coercion or force is applied. Today, though it is not working day for the Court we request the panel/bench constituting the Lok Adalat to record the compromise today only and the aforesaid matter may be marked as settled accordingly.

Dated this ..... day of ..... 2013.

Signature of the  
Applicant  
Sd/-

Signature of the  
Advocate for the  
Applicant.

Signature of  
Respondent  
Sd/-

Signature of the  
Advocate for the  
Respondent.

(Signature of the Authorized officer of the Government).

#### AWARD

The matter is amicably settled as per Annexure I before the Lok Adalat held on 23-03-2013 at Panaji.  
Sd/-

1. Signature of the presiding officer of panel of Lok Adalat

Sd/-

2. Signature of the Member of panel of Lok Adalat.

Sd/-

3. Signature of the Member of Panel of Lok Adalat.

#### Annexure-I

1. The Workmen named at Sr. Nos. 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 34, 36, 37, 38, 39, 40, 41, 43, & 44 shall be treated effectively relieved from their services as on date of signing of this settlement.

2. In view of the same the employer has agreed to pay the Workmen referred above sum of Rs. 1,00,000/- (Rupees one lakh each) to those Workmen who have worked for less than 5 years and sum of Rs. 1,50,000/- (Rupees one lakh fifty thousand) each to those Workmen who have worked for 5 years and above in full and final settlement of the present case.

3. The Employer/Party No. II has agreed to pay the above amount referred in clause No. 2 by a cheques drawn in favour of each of the Workmen referred in clause I of this Annexure.
4. The above amount shall be paid by employer/ /Party No. II in two equal installments after deducting the Union settlement fee at source @ 7% payable to each Workmen and the same shall be remitted by the employer to the union namely "Goa Trade & Commercial Workers Union" on or before ..... 4 Workmen namely Kamlakant Mandrekar, Dilip Kalangutkar, Wilson Fernandes and shall be paid sum be paid sum of Rs. 1,60,000/- each, who have worked 8 years & above.
5. It is agreed by the employer to pay the 1st installment of the agreed amount on or before 10th April, 2013 (10-04-2013) to all the above referred Workmen and the 2nd installment shall be paid on or before 10th May, 2013 (10-05-2013).
6. It is agreed by the Party No. II employer to deposit all the cheques refered above in each individual Workmen's name in the Union office alongwith the receipts and the Union shall return back the duly signed receipt from all the concerned Workmen within 7 days from handing over the said cheques.
7. The Workmen/Union agreed that the above amount paid to each and every individual Workmen is in full and final settlement of all

their claim and the Workmen have no claim of whatsoever nature against the Employer and both parties agreed that there is no claim against each other of whatsoever nature and the matter stands settled conclusively.

8. The Employer agreed to assists the Workmen to claim their Provident Fund dues if any and a valid Service/Experience Certificate shall be issued by the employer in favour of each of the Workmen named in the reference.

Sd/-

For Party No. I

Date: 23-03-2013.

Place: Panaji-Goa.

(Adv. Suhas Naik)

Sd/-

For Party No. II

(Mr. Rishi Dandora)

Representative of the Workmen

- |                        |      |
|------------------------|------|
| 1. Kamlakant Mandrekar | Sd/- |
| 2. Mahesh Naik         | Sd/- |
| 3. Salvador Fernandes  | Sd/- |
| 3. Rupesh Naik         | Sd/- |
| 4. Manuel Fernandes    | Sd/- |
| 5. Ganpat Gawas        | Sd/- |
| 6. Rajesh Salgaonkar   | Sd/- |
| 7. Ramchandra Mistri   |      |
| 8. Pradeep Gawas       |      |
| 8. Surekha Nimbre      | Sd/- |
| 9. Kamal Rathod        | Sd/- |
| 10. Thomson Rathod     | Sd/- |

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**Notification**

No. 24/3/2003-LAB/03

In exercise of the powers conferred by Section 65 of the Goa, Daman and Diu, Shops and Establishments Act, 1973 (Act 13 of 1974) (hereinafter referred to as the 'said Act'), the Government of Goa hereby suspends the operation of the provisions of sub-section (1) of Section 4 and sub-section (1) of Section 8 of the said Act in respect of all the Shops and Establishments situated in the area as specified in column (4) of the Schedule hereto, for the period shown in the corresponding entry in Column (3) of the said Schedule, subject to the following conditions, namely:—

- (i) The Shops shall remain closed in any other day in the week.
- (ii) The Employees shall be given Holiday on any other day within the week; and
- (iii) The Employees who are made to work beyond 8 hours on any day or 48 hours in the week shall be paid overtime wages at double the normal rate.

## SCHEDULE

Sr. No.	Name of the Festival	Period	Area for which exemption is given	Provisions from which exemption is given
1	2	3	4	5
1.	Fatorpa Zatra (Shri Shantadurga (Fatorpakarin)	1-1-2014 to 4-1-2014	All the Shops & Establishments situated at Fatorpa	Weekly closed day and opening and closing hours.
2.	Fatorpa Zatra (Shri Shantadurga (Cuncolikarin)	5-1-2014 to 9-1-2014	All the Shops & Establishments situated at Fatorpa	Weekly closed day and opening and closing hours.
3.	Feast of Three Kings	6-1-2014	All the Shops & Establishments situated at Reis Mangos-Goa	Weekly closed day and opening and closing hours.
4.	Feast of Three Kings	6-1-2014	All the Shops & Establishments situated at at Cansaulim	Weekly closed day and opening and closing hours.
5.	Shri Bodgeshwar Zatra	14-1-2014	All the Shops & Establishments situated at Mapusa	Weekly closed day and opening and closing hours.
6.	Shri Devki Krishna Zatra	16-1-2014	All the Shops & Establishments situated at Marcel	Weekly closed day and opening and closing hours.
7.	Feast of our lady of Candeia	2-2-2014	All the Shops & Establishments situated at Pomburpa-Goa	Weekly closed day and opening and closing hours.
8.	Shantadurga Zatra	4-2-2014	All the Shops & Establishments situated at Kavalem	Weekly closed day and opening and closing hours.
9.	Maruti Gad Jatra (Mala, Panaji)	10-2-2014	All the Shops & Establishments situated at Panaji	Weekly closed day and opening and closing hours.
10.	Mangeshi Zatra	14-2-2014	All the Shops & Establishments situated at Mangeshi	Weekly closed day and opening and closing hours.
11.	Mahalsha Zatra	19-2-2014 to 24-2-2014	All the Shops & Establishments situated at Mardol	Weekly closed day and opening and closing hours.
12.	Ambaulim Feast	23-2-2014	All the Shops & Establishments situated at Ambaulim, Quepem	Weekly closed day and opening and closing hours.
13.	Sanguem Mahashivratri	27-2-2014	All the Shops & Establishments situated at Sanguem	Weekly closed day and opening and closing hours.
14.	Mahashivratri	27-2-2014	All the Shops & Establishments situated in the State of Goa	Weekly closed day and opening and closing hours.
15.	Kamakshi Zatra	2-03-2014	All the Shops & Establishments situated at Shiroda	Weekly closed day and opening and closing hours.
16.	Khandola Zatra	3-03-2014	All the Shops & Establishments situated at Khandola	Weekly closed day and opening and closing hours.
17.	Holi	16-03-2014	All the Shops & Establishments situated in the State of Goa	Weekly closed day and opening and closing hours.
18.	Balli Zatra (Shree Shantadurga Ballikarin Saunsthan)	23-03-2014 to 26-3-2014	All the Shops & Establishments situated at Balli, Quepem	Weekly closed day and opening and closing hours.

1	2	3	4	5
19.	Zambaulim Shigmo	25-03-2014	All the Shops & Establishments situated at Zambaulim-Quepem	Weekly closed day and opening and closing hours.
20.	Gudi Padva	31-03-2014	All the Shops & Establishments situated in the State of Goa	Weekly closed day and opening and closing hours.
21.	Borim Zatra	8-04-2014	All the Shops & Establishments situated at Borim	Weekly closed day and opening and closing hours.
22.	Chaitri Festival	9-04-2014 to 14-4-2014	All the Shops & Establishments situated at Sanquelim	Weekly closed day and opening and closing hours. (Ballikarin Saunstan)
23.	Good Friday	18-04-2014	All the Shops & Establishments situated in the State of Goa	Weekly closed day and opening and closing hours.
24.	Maruti Gad Zatra	20-04-2014 to 22-04-2014	All the Shops & Establishments situated at Curchorem-Goa	Weekly closed day and opening and closing hours.
25.	Muslim Uurus	26-04-2014	All the Shops & Establishments situated at Kakoda	Weekly closed day and opening and closing hours.
26.	Tilamol Feast	4-05-2014	All the Shops & Establishments situated at Quepem	Weekly closed day and opening and closing hours.
27.	Lairai Zatra	26-04-2014	All the Shops & Establishments situated at Sirigao, Assonora	Weekly closed day and opening and closing hours.
28.	Milagres Feast	5-05-2014	All the Shops & Establishments situated at Mapusa	Weekly closed day and opening and closing hours.
29.	Veling Zatra	13-05-2014	All the Shops & Establishments situated at Veling	Weekly closed day and opening and closing hours.
30.	Sanguem Feast	17-05-2014	All the Shops & Establishments situated at Sanguem	Weekly closed day and opening and closing hours.
31.	Quepem Feast	18-05-2014	All the Shops & Establishments situated at Quepem	Weekly closed day and opening and closing hours.
32.	Id-UI-Fitr	29-07-2014	All the Shops & Establishments situated in the State of Goa	Weekly closed day and opening and closing hours.
33.	Saptah	2-08-2014	All the Shops & Establishments situated at Vasco	Weekly closed day and opening and closing hours.
34.	Ganesh Chaturthi	29-08-2014	All the Shops & Establishments situated in the State of Goa	Weekly closed day and opening and closing hours.
35.	Ganesh Chaturthi	30-08-2014	All the Shops & Establishments situated in the State of Goa	Weekly closed day and opening and closing hours.
36.	Dussehara (Vijaya Dashmi)	3-10-2014	All the Shops & Establishments situated in the State of Goa	Weekly closed day and opening and closing hours.
37.	Diwali	23-10-2014	All the Shops & Establishments situated in the State of Goa	Weekly closed day and opening and closing hours.
38.	Madgao Dindi	5-11-2014	All the Shops & Establishments situated at Madgao	Weekly closed day and opening and closing hours.



1	2	3	4	5
39.	Nageshi Zatra	7-11-2014	All the Shops & Establishments situated at Nageshi	Weekly closed day and opening and closing hours.
40.	Our Lady Feast	9-11-2014	All the Shops & Establishments situated at Collem, Dharbandora	Weekly closed day and opening and closing hours.
41.	Navadurga Zatra	16-11-2014	All the Shops & Establishments situated at Kundaim	Weekly closed day and opening and closing hours.
42.	Curchorem Feast	16-11-2014	All the Shops & Establishments situated at Curchorem	Weekly closed day and opening and closing hours.
43.	Khandepar Zatra	20-11-2014	All the Shops & Establishments situated at Khandepar	Weekly closed day and opening and closing hours.
44.	Shantadurga Zatra	21-11-2014	All the Shops & Establishments situated at Kavlem	Weekly closed day and opening and closing hours.
45.	Banastarim Zatra	22-11-2014	All the Shops & Establishments situated at Banastarim	Weekly closed day and opening and closing hours.
46.	Kapileshwari Zatra	23-11-2014	All the Shops & Establishments situated at Kapileshwari	Weekly closed day and opening and closing hours.
47.	Madanant Zatra	25-11-2014	All the Shops & Establishments situated at Savoi-Verem	Weekly closed day and opening and closing hours.
48.	Feast of St. Andrew	30-11-2014	All the Shops & Establishments situated at Vasco	Weekly closed day and opening and closing hours.
49.	Vijayadurga Zatra	1-12-2014	All the Shops & Establishments situated at Keri	Weekly closed day and opening and closing hours.
50.	Navadurga Zatra	4-12-2014	All the Shops & Establishments situated at Kundai	Weekly closed day and opening and closing hours.
51.	Shivnath Zatra	6-12-2014	All the Shops & Establishments situated at Shiroda	Weekly closed day and opening and closing hours.
52.	Datta Jayanti	6-12-2014	All the Shops & Establishments situated at Sanquelim	Weekly closed day and opening and closing hours.
53.	Datta Jayanti	6-12-2014	All the Shops & Establishments situated at Quepem	Weekly closed day and opening and closing hours.
54.	Mary Immaculate Conception Feast	8-12-2014	All the Shops & Establishments situated at Panaji	Weekly closed day and opening and closing hours.
55.	Mary Immaculate Conception Feast	8-12-2014	All the Shops & Establishments situated at Margao	Weekly closed day and opening and closing hours.
56.	Christmas Day	25-12-2014 to 26-12-2014	All the Shops & Establishments situated in the State of Goa	Weekly closed day and opening and closing hours.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Labour).

Porvorim, 30th December, 2013.

## Department of Law &amp; Judiciary

Law (Establishment) Division

—  
Addendum

File No. 8-32-2012-LD (Estt)/05

Read: Notification No. 8-32-2012-LD (Estt)/913 dated 29-05-2013.

In the above referred Notification, after para 4, the following para be inserted:-

The expenditure shall be debited to the Budget Head "0030—Stamps and Registration, 03—Registration Fees, 900—Deduct Refund, 90—Deduct Refund".

The other contents of the said Notification shall remain unchanged.

By order and in the name of the Governor of Goa.

*Vasanti H. Parvatkar*, Under Secretary (Law-Estt.).

Porvorim, 31st December, 2013.

—◆◆◆—  
Department of Personnel—  
Order

File No. 15/18/2013-PER

Read: Order No. 15/17/96-PER dated 23-08-2012.

The ad hoc promotion of Shri Shrikant V. Naik, officer in the Cadre of Block Development Officer is hereby extended w.e.f. 23-08-2013 to 31-05-2014 (till the date of retirement on superannuation).

This issues with the approval of Goa Public Service Commission conveyed vide their letter No. COM/II/11/42(1)/2013/1705 dated 04-12-2013.

By order and in the name of the Governor of Goa.

*Umeshchandra L. Joshi*, Under Secretary (Personnel-I).

Porvorim, 1st January, 2014.

## Order

File No. 6/16/2012-PER (Part)

Read: Order No. 6/16/2012-PER (Part) dated 08-11-2013.

The Governor of Goa is pleased to order transfer and posting of the following Junior Scale Officers of Goa Civil Service, with immediate effect and in public interest:

Sr. No.	Name of the Officer and Designation	Transferred as
1	2	3
1.	Shri Manuel P. Barreto, B.D.O.	On promotion posted as Assistant Director-II Dte. of Mines and Geology thereby relieving Shri Parag Nagorcekcar of the additional charge. He shall continue to hold the charge of BDO, Mormugao and BDO, Salcete-I in addition to his own duties till the substitute is posted. He shall draw his salary w.e.f. the date of accepting the promotion.
2.	Smt. Maria Henrietta D'Souza, Section Officer	On promotion posted as Dy. Director (Apna Ghar) against the vacant post.
3.	Shri Rehammatulla Aga, Section Officer	On promotion posted as Under Secretary, Personnel-II thereby relieving Smt. Siddhi T. Halarnakar.
4.	Shri Diwan Rane, Section Officer	On promotion posted as Under Secretary in the Office of Minister for Health thereby relieving Shri Vinayak Volvoikar.
5.	Shri Tulshidas Shirodkar, Superintendent of Excise	On promotion posted as Deputy Director, Child Welfare, Directorate of Women and Child thereby relieving Smt. Upasana Mazgaonkar of the additional charge. He shall continue to hold charge of Superintendent, Excise till a substitute is posted. He shall draw his salary w.e.f. the date of accepting the promotion.

1	2	3
6. Shri Satyawan Bhivshet, Superintendent of Excise	On promotion posted as Assistant Commissioner of Excise-I thereby relieving Smt. Sarita Marathe. He shall continue to hold charge of Superintendent, Excise till a substitute is posted.	
7. Smt. Siddhi T. Halarnkar, Under Secretary, Personnel-II	Dy. Director-II, GMC thereby relieving Smt. Sneha Morajkar of the additional charge.	
8. Shri Vinayak Volvoikar, Under Secretary in the Office of Minister for Health	SLAO, PWD.	
9. Shri Shashank Thakur, Administrator of Comunidade, North	Under Secretary in the Office of Minister for Tourism with additional charge of Under Secretary Industries and Labour. He shall continue to hold charge of Administrator of Comunidade, North until further orders.	
10. Smt. Sarita Marathe, Assistant Commissioner of Excise	Assistant Commissioner of Commercial Taxes thereby relieving Shri Santosh Kundaikar of the additional charge.	

The salary of Smt. Siddhi T. Halarnakar shall be adjusted against the post of Under Secretary to Governor.

The salary of Smt. Maria Henrietta D'Souza w.e.f. 10-11-2013 till the date of joining the promotional post shall be drawn against the post of Under Secretary (GA-I). Smt. D'Souza has joined the Junior Scale post on 10-11-2013 and was awaiting posting.

The salary of Shri Rehammatulla Aga, w.e.f. 08-11-2013 till the date of joining the promotional post shall be drawn against the post of Under Secretary to Government. Shri Aga has joined the

Junior scale post on 08-11-2013 and was awaiting posting.

The salary of Shri Diwan Rane w.e.f. 08-11-2013 till the date of joining the promotional post shall be drawn against the post of Under Secretary, Personnel-I. Shri Rane has joined the Junior scale post on 08-11-2013 and was awaiting posting.

The salary of Shri Satyawan Bhivshet w.e.f. the date of accepting the promotion till the date of joining the promotional post shall be drawn against the post of Dy. Collector (Rent Control), North.

O.S.D., Airport Mopa charge presently held by Shri Ashutosh Apte shall be withdrawn.

The additional charge of the post of Additional C.E.O., ESG assigned to Shri R. K. Satardekar vide Order dated 17-10-2013 shall be withdrawn.

The posting of officers at Sr. Nos. 4 & 9 viz. S/s Diwan Rane and Shashank Thakur shall be on deputation and shall be governed by the standard terms of deputation as contained in this Department's Office Memorandum No. 13/4/74-PER dated 12-2-1999 and as amended.

All the above officers holding additional charge shall discharge their duties at both places as per the need and work load preferably on alternate days.

All the above officers shall complete their handing over and taking over formalities on or before 15-11-2013 and submit compliance.

By order and in the name of the Governor of Goa.

*Yetindra M. Maralkar*, Additional Secretary (Personnel).

Porvorim, 13th November, 2013.



## Department of Public Works

Office of the Principal Chief Engineer

### Notification

No. 50/1/2013/PCE-PWD-ADM(II)/265

In pursuance to the Guidelines issued by the Ministry of Drinking Water & Sanitation, Government of India for Implementation of Nirmal Bharat Abhiyan (NBA) and Water Quality

Monitoring and Surveillance Programme (WQMSP) activities, Government of Goa is pleased to reconstitute the Village Water and Sanitation Committee for effective and successful implementation of the above Programme in all the Village Panchayats in the State of Goa, with immediate effect:

**Village Water and Sanitation  
Committee (VWSC)**

- |  |  |
|--|--|
| 1. Sarpanch  | — Chairman/<br>/Chairperson.   |
| 2. Panchayat Secretary   | — Member<br>Secretary.   |
| 3. Women Panchayat Member  | — To be nominated<br>by the Sarpanch.  |
| 4. One member of the Local<br>Women Group/Mahila Mandal<br>to be chosen by the Gram<br>Sabha.                    |  |
| 5. Local Health Worker   | — From the Primary<br>Health Centre<br>located in the<br>respective<br>Village<br>Panchayat.   |
| 6. Headmaster/Teacher  | — Of the School<br>who is<br>representing<br>the Village<br>Education<br>Committee<br>(VEC).   |
| 7. One Representative of<br>SC/ST/OBC  | — To be chosen by<br>the Gram Sabha.   |
| 8. One representative of a Local<br>Community Based Organisation<br>(CBO)/NGO to be chosen<br>by the Gram/Sabha. |  |
| 9. Technical Assistant/Junior<br>Engineer (PWD)  | — (In-charge of<br>Water Supply<br>and Sanitation<br>in the areas of<br>the respective<br>Village Pancha-<br>yat) will be the<br>co-opted<br>member. |

The VWSC members will be approved at the Gram Sabha.

The Village Water and Sanitation Committee shall carry out the following functions:

1. Maintain the data of the status of Water Supply and Sanitation aspects in the Village.
2. Create hygiene awareness through IEC activities in the Village.
3. Aim for 100% Sanitation Coverage and Open Defecation Free Status to the respective Village Panchayats under Nirmal Bharat Abhiyan.
4. Monitor & Test the quality of Drinking Water sources at regular intervals by using the Water Testing Kit and submit the Test Reports to the PWD.
5. The Committee shall spend the funds that may be provided by the PWD for its activities on yearly basis.
6. The Committee shall maintain a record of the Meeting Agenda, Minutes and Action Taken Report.
7. The Committee shall meet monthly and submit their reports to the Panchayat on a quarterly basis and the Gram Sabha on six monthly basis with copies to the concerned Block Development Officer (BDO) and the Chief Engineer-I, PWD, Altinho, Panaji, Goa.
8. The Committee shall take the assistance of the Educational Institutions, NSS Units and Service Clubs for its activities.

The role of Village Water and Sanitation Committees in future will be enhanced further as per the guidelines of the Ministry of Drinking Water and Sanitation, Govt. of India.

The Village Water and Sanction Committees shall function under the administrative control of the respective Block Development Officers.

This is issued in supersession of earlier Memorandum No. T-6/MEU/PWD/2008-09/584 dated 9-2-2009.

By order and in the name of the Governor of Goa.

*J. J. S. Rego*, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 18th December, 2013.



## Department of Revenue

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Order

No. 26/7/2013-RD

On recommendation of the Departmental Promotion Committee for Group "B" Gazetted Officer held on 08-11-2013, the Government of Goa is pleased to promote Shri Krishnakant Sakham Pangam, Supervisor in the Directorate of Settlement and Land Records, Panaji, as Inspector of Survey and Land Records (Group "B" Gazetted) on ad hoc basis in the pay scale of ₹ 9,300-34,800+Grade Pay of ₹ 4,200/-, with immediate effect and post him in the office of Inspector of Survey and Land Records, Mapusa, vis-à-vis Kum. Domiania Nazareth, Inspector Settlement and Land Records Promoted on ad hoc basis and transferred as Superintendent of Surveys and Land Records, in the office of Superintendent of Surveys and Land Records, Margao.

2. The above appointment shall be for initial period of one year or till Shri Pangam is regularized or superannuated, whichever is earlier.

3. The promotion on ad hoc basis for a period of one year would not confer any right on the officer for a regular promotion and the service rendered on ad hoc basis will not count for the purpose of seniority in the grade for eligibility for promotion to the next higher grade and that he may be reverted to the post which he was holding earlier.

By order and in the name of the Governor of Goa.

*Ashutosh Apte*, Under Secretary (Revenue).

Porvorim, 31st December, 2013.

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Order

No. 26/7/2013-RD

On recommendation of the Departmental Promotion Committee for Group "B" Gazetted Officer held on 24-12-2013, the Government of Goa is pleased to promote Kum. Domiania Nazareth, Inspector in the Directorate of Settlement and Land Records, as Superintendent of Survey and Land Records (Group "B" Gazetted) on ad hoc basis in the pay scale of ₹ 9,300-34,800+Grade Pay of ₹ 4,600/-, with immediate effect and post her in the office of Superintendent of Survey and Land Records, Margao, thereby relieving Shri Joao

B. Fernandes, Joint Mamlatdar-II, Salcete from his additional charge.

2. The above appointment of Kum. Domiania Nazareth shall be for initial period of one year or till she is regularized or superannuated, whichever is earlier.

3. The promotion on ad hoc basis for a period of one year would not confer any right on the officer for a regular promotion and the service rendered on ad hoc basis will not count for the purpose of seniority in the grade for eligibility for promotion to the next higher grade and that she may be reverted to the post which she was holding earlier.

By order and in the name of the Governor of Goa.

*Ashutosh Apte*, Under Secretary (Revenue).

Porvorim, 31st December, 2013.

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Department of Town & Country Planning—  
Order

Ref. No. 4-1-10-89-Tcp/2013-14/pt/27

Ref.: 1) Memorandum No. 4-1-10-89-TCP-2013/pt/5078 dated 17-12-2013.

2) Acceptance of offer of appointment dated 01-01-2014.

On the recommendation of the Local Selection Committee held on 26-11-2013, Shri Yugandaraj V. Redkar is hereby appointed on ad hoc basis to the post of Dy. Town Planner (Group 'A') in the pay scale of ₹ 15,600-39,100 with Grade Pay ₹ 5,400/- in the Town & Country Planning Department, Government of Goa, Panaji with immediate effect subject to the following conditions:

1. The appointment is purely on ad hoc basis for the period of 2 years or till the post is filled on regular basis whichever is earlier and it will not bestow on the appointee any claim for regular appointment, promotion to the higher post and seniority and will be liable to termination by one month's notice or with payment of one month's salary in lieu of notice.
2. The appointment is liable for termination in case the character and antecedent of the appointee is found adverse so as to

disqualify him from holding and post under Government and in case of having declared medically unfit by the Medical Board.

3. The appointment on ad hoc basis is subject to the rules and regulations laid down by the Government from time to time. He should report for duty on or before 15-01-2014.

4. The appointment is also subject to production of discharge certificate of the parent department i.e. Goa Housing Board, Porvorim-Goa.

The expenditure shall be debited to the budget head.

Demand No. 54

2217 — Urban Development.

00 —

001 — Direction & Administration.

01 — Town & Country Planning Department (N. P).

01 — Salaries.

By order and in the name of the Governor of Goa.

*S. T. Puttaraju*, Chief Town Planner & ex officio Joint Secretary.

Panaji, 2nd January, 2014.

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